

EXHIBIT 10

Escrow Provisions

1.0 Definitions

Unless otherwise indicated in this Exhibit, capitalized words in this Exhibit shall have the same meanings as are specified in the Contract's Exhibit 1, "Definitions".

2.0 General

2.1 The DDU, the RCU and the RFC System will utilize Intellectual Property owned by various entities and licensed under the Contract. Pursuant to Section 35 of the Contract, the Contractor has licensed or provided licenses to certain Intellectual Property to the Agencies. It is the intent of the parties that the Contractor shall deposit with an escrow service copies of the IP Materials that would be necessary for each Agency to exercise its license rights under the Contract, some of which IP Materials are IP Materials that are only deposited in escrow and some of which are IP Materials that are also delivered directly to the Agencies under the Contract.

2.2 The purpose of this Exhibit is to establish the terms under which IP Materials shall be deposited by the Contractor into escrow, held in escrow and released to the Agencies.

3.0 Escrowed Items

3.1 The IP Materials, as that term is defined in the Contract's Exhibit 1, "Definitions", that relate to DDU IP, RCU Developed IP, Contractor IP, and RFCS IP shall be referred to herein as the "Escrowed Items."

3.2 Contractor warrants and represents the Escrowed Items are readable and useable in their current form or, if any portion of the Escrowed Items is encrypted, any proprietary decryption tools and decryption keys have also been deposited. Contractor shall provide any and all instructions as may be necessary to duplicate the Escrowed Items including but not limited to the hardware and/or software needed.

4.0 Escrow Services

Concurrent with the execution of the Contract, the parties shall execute an escrow services agreement with an escrow firm located in Washington or

California that has been selected by the Agencies, subject to the approval of the Contractor, which shall not be unreasonably withheld or delayed. The parties shall also enter into subsequent escrow services agreements with alternate escrow firms that may from time to time be selected by the Agencies, again subject to the approval of the Contractor, which shall not be unreasonably withheld or delayed. Subject to agreement by the escrow firm, the initial escrow services agreement and any subsequent escrow services agreements shall be consistent with and include, at a minimum, the provisions of this Exhibit.

5.0 Deposit

5.1 Within ninety (90) days after execution of the Contract, Contractor shall deposit with the escrow firm any Escrowed Items then in existence. Thereafter, the Contractor shall deposit Escrowed Items as follows:

Prior to Full System Acceptance: Every ninety (90) days prior to Full System Acceptance, and at such time as the Contractor submits written notice of completion of Full System Acceptance, the Contractor shall deposit with the escrow firm the Escrowed Items related to any Intellectual Property created or provided for the RFCS since the previous deposit.

After Full System Acceptance: Every six months following Full System Acceptance, or sooner at the Contract Administrator's reasonable request, the Contractor shall deposit with the escrow firm any Escrowed Items related to Intellectual Property, including software Updates and Upgrades, provided by the Contractor since the previous delivery.

5.2 Each deposit shall consist of the following:

a. Escrowed Items in electronic medium, or paper medium if not available in electronic medium, with a conspicuous label for identification of each document, magnetic tape, disk, or other tangible media upon which the Escrowed Items are written or stored.

b. a listing, signed by the Contractor, of each such Escrowed Item by its label description, the type of media and the quantity.

5.3 The Contractor shall notify the Contract Administrator simultaneously with delivering a deposit to the escrow firm. Unless the Contract Administrator directs otherwise, the manner of delivery shall be within the discretion of the Contractor but a delivery shall not be effective until the escrow firm confirms that it has received all Escrowed Items on the list and until the escrow firm and such other Agency employee or Agency Consultant has successfully completed the verification process prescribed by the Agencies in accordance with Section 6. For any deposit, the Contract Administrator may require that the Contractor deliver the Escrowed Items to representatives of the escrow firm and an Agency

employee or Agency Consultant at the Contractor's Clearinghouse site and provide said representatives reasonable access to its facilities, computer software systems, and technical and support personnel to conduct the verification process.

6.0 Verification

The Agencies may, at their sole discretion, but no more than two times in any one year period, retain the escrow firm to conduct a verification process on Escrowed Items presented for deposit by the Contractor for the purpose of verifying their accuracy, completeness, sufficiency and quality. Contractor shall reasonably cooperate with the escrow firm and such other Agency employee or Agency Consultant as may accompany the escrow firm by providing its facilities, computer software systems, and technical and support personnel for verification whenever reasonably necessary. If a verification is elected after the Escrowed Items have been delivered to the escrow firm, then only the escrow firm may perform the verification. Provided, however, any Agency employee or Agency Consultant that is present for the verification shall not be provided a copy of the Escrowed Items.

7.0 Fees

The Agencies shall be responsible for paying the fees for escrow and verification services.

8.0 Delivery of Escrowed Items to Agencies

8.1 The Agencies shall be entitled to receive the Escrowed Items from the escrow firm upon any of the following release events:

- a. Contractor or its parent corporation assigns or transfers an interest, obligation, or benefit in this Contract to a different entity, whether by sale of assets or stock, merger with another entity, assignment or novation, without the prior written consent of the Agencies;
- b. Contractor or its parent corporation becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or has wound up or liquidated its business voluntarily or otherwise;
- c. the Contract expires;
- d. the Contract is terminated by the Agencies for default; or
- e. the Contract is terminated by the Agencies for convenience.

8.2 The escrow services agreement shall provide a release process under which (a) the Contractor shall be notified if the Agencies make a demand that the escrow firm release the Escrowed Items; (b) the Contractor may submit to the escrow firm, within not more than ten (10) business days of receipt of notice, a written representation that it does not believe a release event has occurred; and (c) if a timely contrary representation is filed, the escrow firm shall not release the Escrowed Items to the Agencies unless subsequently ordered by a court or as agreed to by the Contractor and the Agencies.

9.0 Rights Survive Bankruptcy

Contractor and the Agencies acknowledge that any subsequent escrow services agreement is an “agreement supplementary to” the Contract, as provided in Section 365 (n) of Title 11, United States Code (the “Bankruptcy Code”). Contractor acknowledges that if Contractor as a debtor-in-possession or a trustee-in-bankruptcy in a case under the Bankruptcy Code rejects this Contract or the escrow services agreement, the Agencies may elect to retain their rights under the Contract and the escrow services agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of the Agencies to the Contractor or the bankruptcy trustee, Contractor or such trustee shall not interfere with the rights of the Agencies as provided in this Contract and the escrow services agreement, including the right to obtain the Escrowed Items from the escrow account.

10. Termination

This Exhibit and any escrow services agreement under this Exhibit shall survive any termination or expiration of the Contract. This Exhibit shall terminate if and only if the Escrowed Items have been released to the Agencies.